Thursday, July 3, 2014. (Commencing at 9:09 a.m.)

MR. BROOKS: Mr. Chairman, do you want to call the meeting to order?

MR. O'BRIEN: I would like to --

MR. BROOKS: Speak up so the stenographer can hear you.

MR. O'BRIEN: Yup, okay. I would like to address the Committee before we begin. Most of you don't know me very well. I spent 30-plus years in this business, and I've performed a variety of tasks, including mediation, arbitration, both interest and grievance, overseeing elections, both internal union and collective bargaining ratification.

I've been a lecturer and engaged in training and served on committees of this type, and I have worked to determine if adjustments should be made to bargaining units. I've done a host of different things and maybe some other things that don't come to mind, and I pride myself on the fact that I've built up a reputation of fairness and honesty and, quite frankly, I'm not going to allow these elements to slip away.

In reading the correspondence from Mr. Boisselle, Robert Boisselle, the president of the

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1 EXHIBITS 2 (Continued from June 19th Public Hearing) 3 DESCRIPTION PAGE NO. 4 6A June 13, 2014 Letter to Robert F. Brooks, Esq. from Robert J. Boisselle 5 5 June 16, 2014 Email to Robert Brooks, Esq. 6B 6 from Robert Boisselle 7 June 16, 2014 email to Robert Brooks, Esq. from Joe Pariseault 11 8 June 16, 2014 letter to Robert Brooks, Esq. 8 9 from Robert E. Lafleur and Mathew R. Olson 10 10 9 June 17, 2014 letter to Robert Brooks, Esq. 12 from Richard A. Sinapi, Esq. 11 11 June 19, 2014 letter to Robert Brooks, Esq. 10 12 12 from David S. Iwuc 12 13 13 11 July 1, 2014 letter to Girard R. Visconti, Esq. from Michael F. Sabitoni 2.4 14 14 12 Sign-In Sheet 43 15 15 13 Minutes of June 19, 2014 Public Hearing 16 16 17 17 18 18 19 19 20 20 21 2.1 22 22 23 23 24 24 25 25

Associated Builders & Contractors, I must confess that I'm greatly troubled by what he had to say. I mean just reading one paragraph --

MR. BROOKS: Mr. Chairman, if I could just suggest, why don't we, if we can, since we've received the correspondence in response to the invitation for interested parties to -- to provide us with comment, why don't we enter Mr. Boisselle's comments into the record as an exhibit.

MR. O'BRIEN: I believe it's --MR. BROOKS: Is his in already? MR. O'BRIEN: We've done that, yeah. MR. BROOKS: No, I think we have Mr. Brubeck's but we don't have Mr. Boisselle's. That was one of the ones I forgot last time. I did email it to the Committee between meetings.

MR. O'BRIEN: Okay. Enter that in the record by all means.

MR. BROOKS: I would ask the stenographer, if she would, to enter into the record as Exhibit --I think it's 6A. It will be an email we received from Robert Boisselle, who is the president of the Associated Builders & Contractors of Rhode Island. We have an email I would ask to be marked as 6A and a letter I would ask to be marked as 6B.

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chairperson?

(Whereupon, Exhibit Nos. 6A and 6B were marked.)

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MR. O'BRIEN: Let me call your attention to the final paragraph of his letter. It says, "Finally, ABC would like to state, emphatically, that giving six days' notice for something as important as a decision that has the potential of costing the taxpayers millions of extra dollars is completely unacceptable and smacks of a decision that has already been made behind closed doors."

Now, this is his -- on the record, and so he's telling us that he, and maybe others as well, were not advised until six days prior to the hearing that it was going to be held.

I would call your attention to the fact that we met on May 6th and we had agreed to hold a public hearing on June 19th, and that's a span of 44 days, and why Boisselle was not notified until six days before the hearing, I don't know.

So under the circumstances, you know, I can't continue to serve as chair of the Committee. I will remain on the Committee and continue to take part in the deliberations and vote at the appropriate time, but I'm not going to have my name as chair of this Committee, you know, in view of what he has had to say.

the fairness of it. You know, the only people we had testifying were union people.

MR. MANCINI: Can I comment?

MR. BROOKS: No.

MR. O'BRIEN: There was no closed door meeting that I attended, but this is on the record and it's my skin that's out there as the chair of the Committee and I refuse to -- to serve as chairman for that reason.

MR. BROOKS: Respectfully, Dr. O'Brien, you could lead the Committee. You've made a suggestion that perhaps another public hearing would be appropriate. I would just point out to you that the -- Mr. Boisselle, as well as others who responded, found the time to put a multipage presentation together and send it to the Committee.

Mr. Boisselle is not in another state. He doesn't say in his email or his letter that he wasn't available. He just, for whatever reason he had, and we don't know what that is, he didn't appear and, you know, he did have six days. He didn't ask for another hearing in order to make testimony.

You know, I'll leave it to the other Committee members, obviously, as to what steps, if any, are necessary at this point, but it's evident

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So I would ask the Committee at some point to reopen the public hearing and to invite Mr. Boisselle and other interested parties. You know, quite frankly, thinking back, I was surprised at the few people who attended that public hearing. I'm accustomed to having many others and give them a reasonable period of time to prepare their testimony. So this Committee will have to elect another chairman is what I'm saying.

MR. MITCHELL: If I may make the observation that the meeting, because it was a public meeting, was governed by the State's Open Meetings Act which requires 48 hours notice.

Now, Mr. Boisselle obviously thinks he should have had more advanced notice than that, but he had the same notice that other people got and other people did attend. And then the second meeting was also a public notice, and I don't know if Mr. Boisselle is here, but he's had another opportunity to attend.

MR. O'BRIEN: Well, to say that it requires 48 hours notice, really, it's like saying it's legal. You know, to participate in an activity such as this, you need more time than that to prepare your testimony, to clear your schedule. I'm talking about

1 that he had enough time to do what he did, which was 2 provide the Committee with a good deal of information 3 regarding his position, and while we could focus on a

couple of sentences in the email, he did make a

rather comprehensive presentation to the Committee. MR. FITTA: Do we need to elect another

MR. O'BRIEN: We do.

MR. BROOKS: Apparently, we do.

MR. MITCHELL: Then I'll nominate Mr. Fitta to be the chairperson.

MR. O'BRIEN: Second.

MR. BROOKS: So we have a motion and a second to select Kevin Fitta as the chair of the Committee. All those in favor?

(VOICE VOTE TAKEN)

(UNANIMOUS)

MR. BROOKS: All opposed? So Mr. Fitta has been selected as chairman unanimously.

MR. FITTA: So I guess on picking up what Frank just talked about, about whether we want to entertain the possibility of another public hearing, I would follow along with -- with what Bob just indicated. I believe Mr. Boisselle did present information, written, and I guess I would go further

to say that he could have other representation there if he couldn't make it himself.

We did fill the -- our legal requirement with the public notice. I think our legal counsel has prepared an excellent package with both pro and con information on PLAs for us to review. I, personally, don't see that we need to have another public hearing, but I would be interested to see what any of you think.

MR. BOVIS: I agree with you. I think he had sufficient time. He did prepare detailed documentation here, so I feel we fulfilled our obligation with regards to the public hearings.

MR. MITCHELL: Looking at his email to Mr. Brooks, it does appear that he copied a whole host of people, several of whose names I recognize. Joe Reale is an attorney. Chris Whitney is an attorney who has appeared and testified at other PLA meetings. Terrance Martiesian is an attorney. He's appeared and testified at other proceedings. I think any one of them -- I don't know whether they got direct notice, but certainly they had some notice of this, if only the public notice, and I think the public notice was adequate.

And so I would think they have had an

minutes of the June 19th, 2014 public hearing as submitted.

MR. BOVIS: Second.

MR. BROOKS: Okay. We have a motion to accept the minutes and seconded. All in favor?

(VOICE VOTE TAKEN)

(UNANIMOUS)

MR. BROOKS: Any opposed? Okay. So the minutes have been accepted. As we did with Mr. Boisselle's communications, there are some other communications I would like to have entered into the record, which I had forwarded to the Committee as I received them on behalf of the Committee so that we have a full record with the comments of all interested parties.

I am going to ask that these communications be entered. So as Exhibit 7 I have an email to me on behalf of the Committee, Monday June 16th, 2014, from Joe Pariseault P-A-R-I-S-E-A-U-L-T. He's from Pariseault Builders, in Warwick. And I would ask that that be marked as Exhibit 7.

(Whereupon, Exhibit No. 7 was marked.)

MR. BROOKS: And next we have a letter to me on behalf of the Committee dated June 16th, 2014,

opportunity to make a submittal, which they have done. They could very well still arrive today and testify today. So I see no reason to continue the meeting to accommodate Mr. Boisselle.

MR. BOVIS: And this went out three days, I believe, before our meeting, June 16th, this email.

MR. BROOKS: So we have an agenda. The next item on the agenda is approval of the minutes or the record of the June 19th, 2014 public hearing. I distributed them by email but I brought extra copies, copies of the minutes if you need them that I prepared on behalf of the Committee.

Okay. Now, the Open Meetings Act which governs the deliberations of this Committee requires that minutes be taken or prepared of a public hearing or any public meeting and that those minutes be filed with the Secretary of State. The minutes I've prepared enclosed as an exhibit the transcript of the actual public hearing itself, so you -- you have both the summary on the front two pages as well as the minutes, the actual transcript of the hearing, so I don't know that they could be any more comprehensive than that. So if you believe it appropriate --

MR. MITCHELL: I'll move to accept the

from Robert Lafleur and Mathew R. Olson, the Executive Director and President, respectively, of the Rhode Island Independent Contractors & Associates. I would ask that that be marked as Exhibit 8.

(Whereupon, Exhibit No. 8 was marked.)

MR. BROOKS: Next I have a letter addressed to me on behalf of the Committee from Attorney Richard Sinapi, who represents the New England Mechanical Contractors Association, and I would ask that that be marked as Exhibit 9.

(Whereupon, Exhibit No. 9 was marked.)

MR. BROOKS: And, finally, I have a letter to me on behalf of the Committee from David S., I think it's Iwuc, I-W-U-C. David is the Executive Director of the Rhode Island Chapter of the Association of General Contractors. I would ask that that be marked as Exhibit 10.

(Whereupon, Exhibit No. 10 was marked.)

MR. BROOKS: Thank you. So that brings us to deliberations regarding really the proposed Project Labor Agreement for the two projects, the first being the renovation and modernization of Gaige Hall and Craig-Lee, the second being the renovations and addition to Fogarty Life Sciences Building.

So, Mr. Chairman, if you would like to lead the deliberations, I would turn it over to you.

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MR. FITTA: Sure. Well, just to recap on

the Gaige and Craig-Lee projects, as you remember, we are putting these two separate projects out.

Gaige and Craig-Lee is the larger of the projects. It's major classroom and office buildings. The total project costs about 44 million for those two projects. The other project, which will go out on a separate construction contract, is a separate architect, is the Fogarty Life Sciences Building, the nursing addition, which has a total project cost of \$6 million. Those two projects comprise the projects that are associated with a \$50 million bond referendum that was passed in November of 2012 by the Rhode Island voters.

So I guess I'll start with my comments on Gaige and Craig-Lee. Why don't we take them one project at a time because I think they're separate projects and we're going to have an individual vote on each of the projects.

I have sort of something I prepared here just to make sure I stay on my point. The Gaige and Craig-Lee project is a large and complex project. It's located in the central part of our campus where

activity on this campus. This project, Gaige and Craig-Lee, is right in the center of campus on our quadrangle. There's a lot of activity here and having safety programs in place and a well-trained workforce is critical.

Again, from what I read and in talking to people and reading this research and the testimony, a PLA would seem to assist us in getting the job done in a timely manner.

We operate on an academic calendar here which is broken into semesters. Having the project completed within an agreed-upon schedule that sequenced well with our academic schedule is critical. If it's not completed within an agreed-upon schedule, the impact is it could shift things in an entire academic semester which would have a big impact on many of the students, faculty, and staff that may be housed in temporary quarters during the project. So keeping on schedule is important and from what I heard, I think the PLA will assist us in that regard.

I did have some concerns that the PLA could potentially result in some increased first costs, but from what I have read, that seems to be somewhat debatable and not a fact. I believe there's

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job site management and safety is paramount.

In addition, the project must be properly scheduled and coordinated to minimize impact to college activities. Those activities include what goes on here every day with classes, special events that occur after hours, as well as programs that occur during the summer months, which include high school students and even elementary school students that are on campus.

From what I heard in the testimony and from what I've read both with Bob, our counsel, Bob Brooks's package and some other research I've done on my own, I believe that a PLA would promote labor harmony on this project.

I think that what we've heard from the testimony is that the unions will staff the projects adequately to meet the project schedules. I believe this is critical, as we've experienced project delays on other projects here on campus as a result of inadequate work forces on the projects, so the promise of a staffed project is -- is music to my ears is I guess one way to say it.

Safety is critical on this campus not just for the contractors' employees but for the campus community. As I mentioned, we have a lot of also a cost to a delayed project or an unsafe project, both in terms of the campus impact and real dollars, so, you know, I think that that would be the counter-argument to any increased first costs.

So for these reasons and everything I've stated above, I would be in support of a PLA on Gaige and Craig-Lee, and I would be interested to hear what you all think about it so we can talk about it.

> MR. MITCHELL: May I, Mr. Fitta? MR. FITTA: Yes.

MR. MITCHELL: I'm a near neighbor of Rhode Island College. I come to the campus very frequently throughout the week and weekends. It is a commuter college. It has a very large population of people. Traffic flow on campus is difficult, parking is difficult, and I have seen over the past months a large amount of construction on campus and how that has disrupted the traffic flow, the pedestrian flow on campus.

As you observed, Craig-Lee is in the center of campus. It's located immediately next to an elementary school, and I understand that traffic and construction activities would be difficult and problematic in that location.

I also have taken classes here. I understand the academic schedules. I went to colleges quite a bit myself. I understand that academic schedules are important, and when you take a building such as a Craig-Lee or Gaige Hall offline, I can understand you would have a major dislocation for the faculty, staff, and students for an extended period of time.

Given that, I believe that a PLA would be appropriate, at least for the Craig-Lee and Gaige Hall project, not so much for the Fogarty Building project. That is a different level of project, entirely one for which a PLA may not be appropriate. And having been involved with construction-related litigation and construction-related matters over the years in my profession, I do know that a delay on a project carries with it significant costs, not just the external costs such as the disruption of the academic schedule, but economic costs.

So I believe it would be in the best interest of Rhode Island College and the State, and since we don't have any objective criteria as to what, if any, additional costs would be caused by a PLA, I believe it would be in the best interest of the State and Rhode Island College for a PLA, at

of a delay of being able to get faculty, students and staff back in buildings in a timely fashion to go on to the next construction project, complete that, and get everybody out of the temporary quarters that they'll be in for the life of the construction project.

So for those reasons, I believe a PLA would be beneficial to seeing these projects done in a timely fashion which benefits both the faculty as well as the students.

MR. BOVIS: I have also researched a lot and I've read everything that was given to us on this, and you can always, obviously, get pros and cons, no matter what you read, on everything.

I have to go on past experiences of mine. I have had experience with a PLA in the past on a major \$90 million project I would think, and on that \$90 million project, I would say I had a positive experience with a PLA. The PLA actually met the schedule, actually met the schedule early by several months. And, also, the project, contrary to some of the things that I've read with regards to additional cost, my project actually came in under budget for what was said.

Now, it could have been timing of the

least for the Craig-Lee and Gaige Hall projects.

MR. SIMSON: I concur that a PLA would be in the best interest for the Craig-Lee and Gaige construction projects. The timing is critical because it needs to work around semester schedules. If construction is delayed, that delays faculty and students moving into a building.

Given the sequencing of the planned construction in doing Gaige first followed by Craig-Lee, there's not enough swing space on campus to have both buildings empty at the same time, and so the construction needs to be complete on Gaige in order to move faculty and students back in, in order for them to clear out Craig-Lee and start the construction in Craig-Lee.

I believe a PLA will smooth out the sequencing of the trades in those buildings as well as the sequencing of the construction between the buildings.

And, as mentioned, any delay in that construction disrupts the campus, disrupts the faculty that are in temporary swing spaces and disrupts students that are in temporary swing space classrooms that have been taken offline, and I believe logically it leads to increased costs because

industry and the workload associated with that, but I'm happy to say that it did come in under budget and met the schedule easily.

There was also other requirements within that PLA with regard to apprenticeships and in regards to MBE. One of the things I would like to say is that if we do decide to go with the PLA, that the leaders of the PLA would have to meet with I think MBE firms to identify and so they can understand better how they can be associated with this project.

We're working on one right now where I think some of the MBE firms aren't really familiar with how the PLA works and if they could be involved, because that's one of the requirements that we would also have to meet, the 10 percent guidelines for MBE requirements on this project. So I would think they would just have a better understanding of their roles.

MR. MITCHELL: May I ask, was the project that you were involved in a public works project?

MR. BOVIS: It was Blue Cross & Blue Shield of Rhode Island.

MR. MITCHELL: Downtown Providence?
MR. BOVIS: Downtown Providence. It was a

1 \$90 million, 365,000 square foot facility. 2 3 that moving towards a PLA would be a positive thing 4 5 6 7 8 9 10 considerations. 11 12 13 14 15 16 17 know. 18 19 20 21

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for this project. MR. O'BRIEN: I also support the adoption of a PLA in principal. I think the overriding considerations here, and several of you have mentioned them, are, one, labor harmony and, two, timing. And I think those are extremely important

So with that, I think I would agree

I say I support the PLA in principal because, quite frankly, how can I make a sound and reasoned judgment on the desirability of a PLA unless I know what the major features of the PLA will be? And we don't know that. It's sort of the cart before the horse. The PLA isn't negotiated until later, you

So, again, I'm supporting it in principal. At the appropriate time, I would like to offer several conditions that I hope the Committee will agree should be included in the PLA if one is recommended.

MR. FITTA: In essence, isn't that what we're all doing is supporting the PLA in principal to be negotiated at a later date if we agree? I mean we

Trades on July 1st. I'm not certain if that's been made part of the record.

MR. BROOKS: It has not. I have a copy though, Mr. Mitchell. It was a letter that was forwarded from Michael Sabatoni, and I was copied on that letter along with Mr. Mitchell. It was a letter addressed to Girard Visconti and it has to do with a PLA on the URI Chemistry Building project.

The gist of the letter describes a labor dispute between Teamsters Local 251 and one of its signatory contractors, I believe a cement company. And the point of the letter is that despite the fact that there was a labor dispute between this company and Teamsters Local 251, Rhode Island Building Trades reminded the union and the union acceded to that reminder that despite the labor dispute, work needed to proceed on the project, the URI Chemistry Building project.

And I believe it was offered as a means to demonstrate to this Committee that there is a benefit to a PLA and this was a real live example of what can happen when there is a PLA and a labor dispute, how the work will continue to go forward, which I think is relevant to your discussion today about timing and scheduling and making sure that the

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can certainly entertain those conditions, but I would think even if we don't put all the conditions on the table today, there's going to be a negotiation that's going to take place where the State's interest and the college's interest and the appropriate parties' interest would be flushed out.

MR. MITCHELL: If I may, it's my understanding that the Committee is here to make a recommendation to the president of the college and the State's Chief Purchasing Officer and the Director of Administration. They then make a determination as to whether --

MR. FITTA: That's right.

MR. MITCHELL: -- to approve a PLA and to go forward and negotiate one so...

MR. FITTA: But our actions do not require that a PLA be agreed to.

MR. BOVIS:

MR. MITCHELL: That's correct. It would not be binding. It is a recommendation to the Chief Purchasing Officer and the president of the college.

MR. FITTA: Okay. So does anyone have anything more to add on Gaige and Craig-Lee?

MR. MITCHELL: If I may, I believe we received a letter from the Rhode Island Building

project proceeds on schedule and on time for all the reasons that you all discussed.

MR. MITCHELL: Because I believe that is relevant to today's deliberations, I move that that be entered as an exhibit.

MR. BROOKS: Okay. So I would ask to have that be entered as the next exhibit, I think it's 11, the letter from Michael Sabatoni, who is President of the Rhode Island Building Trades Council, to Girard Visconti, in his capacity as counsel for the PLA Committee on the URI Chemistry Building, as Exhibit 11.

(Whereupon, Exhibit No. 11 was marked.)

MR. FITTA: Are there any further comments anybody wants to make with regard to Gaige and Craig-Lee?

MR. MITCHELL: Mr. Chairman, may I make a motion?

MR. FITTA: Yes.

MR. MITCHELL: I've drafted a motion and I handed it out to the Committee members. The motion would be that the Committee finds that given the size, duration, timing, and complexity of the proposed renovation and addition to the Fogarty Life Sciences Building project, it is in the best interest

25 1 of Rhode Island College and the State of Rhode Island 1 2 2 to not utilize a Project Labor Agreement on that 3 3 project. 4 MR. O'BRIEN: This was out of order. We're 4 5 5 on Gaige and --6 6 MR. BROOKS: Well, we can -- we could --MR. MITCHELL: I thought we had a general 7 7 8 discussion of the project. 8 9 MR. BROOKS: Well, perhaps you had comments. 9 10 MR. FITTA: I would -- I mean we can 10 11 certainly keep it in this order if you want, but I 11 would prefer to take on the Gaige and Craig-Lee first 12 12 and then handle Fogarty separate. 13 13 14 MR. MITCHELL: Okay. Because I did make 14 15 15 comments about Fogarty. 16 MR. FITTA: No, I know you did. I heard, 16 17 but if it's okay with you --17 18 MR. MITCHELL: I'll withdraw my motion. 18 19 MR. FITTA: Do you have a motion for the 19 20 other one? 20 21 MR. MITCHELL: I'd like to take the liberty 21 22 of making a motion in regards to Craig-Lee and Gaige 22 23 Hall, and I've given -- I have a copy for everyone 23 24 24 and a copy for the stenographer. 25 25 The motion reads, The Committee finds

renovations and modernization project on terms and conditions favorable to Rhode Island College and the State of Rhode Island and, if successful, incorporate the project labor agreement into construction phase bid specifications as a mandatory requirement for bidding and contract award.

MR. FITTA: Is there a second to that?
MR. O'BRIEN: I'll second that. But,
Mr. Chairman, may I offer my three conditions for
consideration by the Committee?

MR. FITTA: Sure.

MR. O'BRIEN: These are to be included in the PLA if one is recommended. Number one, any nonunion contractor would be allowed to bring all of its existing workforce onto the project. Number two, a nonunion contractor will not be required to sign the local collective bargaining agreement. The sole requirement will be to sign a letter of assent which is an agreement to abide by the PLA. And, number 3, all nonunion workers will not be required to join the union or contribute financial support to the union.

MR. FITTA: Do we have any discussion on that?

MR. MITCHELL: Is that an amendment to my motion?

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that given the size, duration, timing, and complexity of the proposed Gaige Hall and Craig-Lee Hall renovations and modernization project, it is in the best interest of Rhode Island College and the State of Rhode Island to negotiate and utilize a project labor agreement because a project labor agreement will not inhibit competitive bidding amongst construction contractors capable of successfully completing a project of this scope while ensuring that the State derives certain tangible and intangible benefits during the construction phase of the project, inter alia: a well-trained and dependable workforce for a fixed or predictable cost; protection against work stoppages; expeditious resolution of labor disputes; workplace safety training programs and practices; consistency and predictability in scheduling project work days, holidays, breaks, etc.; greater utilization of resident subcontractors and workers; and, established programs for the recruitment and training of minorities, women, and veterans. Therefore, the Committee recommends

that Rhode Island College and the Department of

agreement for the Gaige Hall and Craig-Lee Hall

Administration attempt to negotiate a project labor

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MR. O'BRIEN: I guess you could say that it is.

MR. MITCHELL: I will second -- I assume that's a motion to amend my motion?

MR. O'BRIEN: Yes.

MR. MITCHELL: I will second the motion.

MR. BROOKS: So we have a motion, a second, a motion to amend, and a second to the motion to amend. Is there any discussion on the additional conditions that Frank has offered or on Michael's motion?

MR. FITTA: I'm fine with Michael's motion. I would like to discuss the amendments. Does anybody else have any discussion on the first part of the motion, the non-amendment part, Mike's part?

MR. BOVIS: No, I have no problem with that.

MR. FITTA: On the proposed amendments, have those types of amendments been made before that anybody is aware of or will we have any difficulty with that?

MR. BROOKS: Can I see them? I'll just take them in reverse order.

MR. FITTA: Okay.

MR. BROOKS: In my experience, and we have folks here that could comment, the third condition

was, all nonunion workers will not be required to join the union. And I can tell you that that's usually the case when it comes to a project labor agreement. You cannot force an employee who doesn't want to join the union to join the union, and that's usually part of a PLA.

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A nonunion contractor will not be required to sign the local collective bargaining agreement. The sole requirement would be to sign a letter of assent, and that's essentially an agreement to abide by the PLA. Again, that's routinely, in my experience, part of the PLA, that nonunion contractors are not required to sign a local collective bargaining agreement nor are they required to sign a letter of assent.

The first condition that Frank --Dr. O'Brien read was any nonunion contractor will be allowed to bring all of its existing workforce onto a project.

Frankly, I'm not -- I'm not sure on that one. Usually, my understanding is there are prebid -- preconstruction meetings between the contractors, the unions, the general contractor, subcontractors, where the composition of the work force is -- is basically agreed upon, and it's

onto the job? I'm most familiar with them and how they work and so forth.

MR. SIMSON: But have project labor agreements restricted --

MR. O'BRIEN: Yes. Some have, and the nonunion subcontractor would have to identify a couple of key employees and that's it.

MR. SIMSON: So-called key personnel? MR. O'BRIEN: That's it. And everyone else would have to come from the union hall. I think that's unfair. If I win the bid, I should be allowed to bring my people onto the job. I think -- to me it's a matter of fairness. Of course, even if we agree to this, you know, we're not the final

MR. MITCHELL: These would be recommendations, as opposed to requirements?

MR. O'BRIEN: Well, I call them conditions. I think this came up before, Mike.

MR. MITCHELL: Terms of art. Terms of art. MR. SIMSON: Could we call it recommended conditions, suggested conditions?

MR. O'BRIEN: You're in charge of negotiations, right?

MR. BROOKS: I'm -- nobody's told me that

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authority here.

usually the case that the workforce will include both union and nonunion employees from each trade.

And what I would suggest perhaps is that we perhaps modify the first condition to provide that there will be an agreement by members of the building trade unions that -- or the building trade unions themselves that they will not discriminate against any nonunion contractors or employees in terms of agreeing that they'd work on the project solely because of their union affiliation or union membership. I just don't know if we can agree to the first one or set it as a so-called condition based on my experience.

MR. MITCHELL: If I may, my memory is on the Chemistry Building, there were letters of assent that were required of subcontractors agreeing to the terms and conditions of the PLA. And as to the union workers not required to join the union, that's my understanding. And as to the first issue, I am unclear on that. I have no experience on that.

MR. SIMSON: Frank, can I ask on the first recommendation what the issue is?

25, why shouldn't I be allowed to bring those folks

MR. O'BRIEN: Well, if I'm a subcontractor and I'm a successful bidder and I have a workforce of but -- from your lips to God's ears I guess, but I haven't been told that.

MR. O'BRIEN: Well, it would be short-sighted if you don't.

MR. BROOKS: Thank you.

MR. FITTA: I would have less problem if they were recommended conditions as opposed to, you know, absolute.

MR. O'BRIEN: Okay. I'll -- I'll modify it to recommended.

MR. FITTA: Recommended conditions. Does anybody second that motion?

MR. MITCHELL: I will second the motion.

MR. FITTA: All in favor of the original motion that was put on the table by Mike with the amended conditions by Frank?

(VOICE VOTE TAKEN)

(UNANIMOUS)

MR. FITTA: All in favor. Okay. Let's now move to talk about Fogarty Life Sciences. As I mentioned at the outset of this discussion, it's a different project. It's a different architect, it will be a separate construction contract. It's located not in the center of campus. It's kind of at the perimeter of the campus next to an athletic field

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so we have a little more freedom there with regard to campus activity. It's also an addition of the primary work on the building. It's a small addition to the building and we don't anticipate having to displace a lot of people.

There will be some coordination that we need with the existing activities in the building and there will be likely some displacement but not on the order that we are going to have on the Gaige and Craig-Lee project. It's a \$6 million total project cost so it's considerably smaller.

You know, I believe some of the same concerns that I had expressed with the Gaige and Craig-Lee projects are still valid here. You know, timing is still important. Even though we don't have maybe the same sequence of events with multiple buildings, we still have a desire to complete the project in an expeditious manner and get people back -- open up the nursing program.

We're extremely cramped in our nursing program currently with something like 8,000 square feet of space for our entire program, and this addition means a lot to being able to conduct that program the way it should be, so we certainly don't want to run into project delays on that project

about how complex that is or is that fairly standard as a plug in, you plug it into a wall type of thing or it comes prewired.

Other things that suggest that a PLA may be advantageous is the limited access that's on the back part of the campus. There would appear to be only one construction entrance into that project and so if there were labor disputes, does that limited access favor the PLA?

So I see some pluses and some not. So I am interested to hear what other members of the Committee see as reasons for and against a PLA for that project.

MR. MITCHELL: Mr. Chairman, if I may, like the dean, I do see a little bit of complexity but not a lot of complexity in the Fogarty project.

I don't believe the building systems themselves rise to the level of complexity as, let's say, the Chemistry Building at URI, which has chemicals and Hazmat considerations as well as sophisticated monitoring systems and sophisticated alarm systems. It's just a very different level of complexity. The cost is much lower the cost is one of the driving factors for a PLA.

I know Mr. Sabatoni suggested that the

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I think that all the same reasons about labor harmony and everything are still important. I would agree it's a less complex project I guess and a smaller project, and for that reason I am certainly open to more discussion on this one than -- than Gaige and Craig-Lee. So I would be interested to hear what everybody else has to say about that.

MR. SIMSON: I'm also interested in hearing what other people have to say. I see pros on the PLA on that project and don't see pros on the PLA on that project. I think sequencing scheduling, because it is a one construction project, is less than it was on the Gaige and Craig-Lee.

Unlike what Kevin just said, I see complexity in the project to which a PLA might be helpful in terms of complexity of designing the rooms within that building.

The architect talked about nursing training labs with high levels of patient simulation equipment needing to be wired in, and so therefore, that complexity suggests that the sequencing between the trades of getting things in on a timely fashion would be important to completing it on time, but I'm unsure

unions -- those interested parties would like to see a PLA on that project, but I really don't think it meets the criteria for a PLA because it is a smaller, almost a stand-alone project that neither Gaige or Craig-Lee are dependent upon what happens to Fogarty to my understanding, and it is not in the central part of the campus.

So under the circumstances, I do not believe a PLA would be in the best interest of the State for that project.

MR. FITTA: Just speaking about size, as I mentioned, I noticed President Obama's -- was it Obama's PLA approval or --

MR. BROOKS: The executive order. MR. FITTA: The executive order. He's got a \$25 million kind of threshold where projects \$25 million or larger, federal projects, that is, require a PLA.

So I'm just wondering whether that's something we should keep in our minds in this discussion as well. Obviously, the Gaige and Craig-Lee exceeds the 25 million. This is well below that 25 million. Again, I'd like to hear what you have to say, Tom and Frank.

MR. MITCHELL: If I may, the executive order

of President Obama is not binding on the State in any way, shape or form. It's a benchmark that you can look at and say, okay, \$25 million is the economic criteria.

MR. FITTA: That's what I was suggesting.

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MR. FITTA: That's what I was suggesting, yeah.

MR. BOVIS: Would there be any reason to package these together as a project? They're two separate projects?

MR. FITTA: Exactly. There are two separate architects and also the timing is different. We hope to have the Fogarty project out to bid late fall, whereas the Gaige project won't come into the bid cycle probably until the springtime.

MR. BOVIS: Okay.

MR. O'BRIEN: The testimony disclosed that it wouldn't be necessary to move departments or classes during construction, and the architect classified the project as a standard commercial project. So, you know, it's certainly not something that's very complex.

And I think, Mike, you asked a question, is there a need for special piping or rather features, and he said, no, there wasn't. So, again, it's the location I think, you know, that

number is, you know, each has a different concept of complexity.

MR. SIMSON: I'm set.

MR. FITTA: Do you want to put your motion back on the table?

MR. MITCHELL: If I may make a motion, Mr. Chairman. The motion would be that the Committee finds that given the size, duration, timing and complexity of the proposed renovation and addition to the Fogarty Life Sciences Building project, it is in the best interest of Rhode Island College and the State of Rhode Island to not utilize a project labor agreement on that project.

MR. FITTA: Anybody second that motion? MR. O'BRIEN: I'll second that.

MR. FITTA: All in favor?

(VOICE VOTE TAKEN)

(UNANIMOUS)

MR. BROOKS: None opposed. Is there any other business that should come before the Committee?

MR. FITTA: I think the next steps in the process, or next step, would be to propose a summary of this and make a recommendation to Director Licht.

MR. MITCHELL: I believe to Director Licht and to President Carriuolo.

distinguishes it from the other two.

Just sort of an aside, speaking of thresholds, the Archdiocese of Boston has a \$900,000 threshold. Any construction project that exceeds that goes to a PLA. Everyone has their own threshold.

MR. MITCHELL: It's arbitrary.

 $\label{eq:MR.BROOKS:Well, until the Vatican says} \ that...$

MR. O'BRIEN: You can pull a number out of the air and say this is it, you know, and even though those exist, they're not always adhered to for a variety of reasons. That's getting off the...

MR. FITTA: No, that's okay.

MR. O'BRIEN: I'm agreeing with Michael that essentially there is not a need for a PLA in this instance.

MR. BOVIS: I agree as well, as to the size and complexity.

MR. FITTA: Any further thoughts? Earl?

MR. SIMSON: No. Having heard all the other voices of the Committee, my concept of what I saw as complex appears not to fit into the definition of complex for the purposes of a PLA, so...

MR. MITCHELL: That's like the arbitrary

MR. BROOKS: Mr. Chairman, would you like me to do that in my capacity as legal counsel for the benefit of the Committee to review?

MR. FITTA: That would be terrific. Yes, please.

MR. BROOKS: So then I'll be guided by my colleague to my right here. Would it be appropriate to adjourn or go into recess subject to another Committee hearing just to approve that decision?

MR. MITCHELL: I think if you can circulate a draft, Committee members can review it, comment on it, and then when everyone's satisfied with the recommendation, you've got a record and it can then be given to the chairman or we can all sign it.

MR. BROOKS: And transmit it.

MR. MITCHELL: With technology, you can sign long distance and transmit it that way. I don't see the need to reconvene.

MR. O'BRIEN: I don't want to put any pressure on you but could you give us a ballpark figure of when that might be just so we might be looking at --

MR. MITCHELL: Let's have it on Monday.

MR. BROOKS: Well, let me ask members of the

Committee that are involved with the project. I know

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1 there was a master schedule, so to speak. How soon 2 do you need to get this to the Department of 3 Administration and to the president? 4 MR. FITTA: Well, we have a little bit of 5 time. MR. BROOKS: So let me ask the stenographer. 6 7 (Brief discussion with court reporter.) 8 MR. BROOKS: How about the end of the week 9 of the 21st? I assume you'll get me this transcript 10 the latter part of next week? 11 THE COURT REPORTER: Yes. MR. BROOKS: I'm at a conference the next 12 13 week, the week of the 11th, so whatever the start of 14 that week is. The 14th. So I'm thinking the Friday 15 of the 21st, so that would be the 25th of July. 16 MR. FITTA: Let me just ask a practical 17 question I guess to Mike. From Rhode Island 18 College's standpoint, that would be okay. 19 MR. BROOKS: Okay. 20 MR. FITTA: But I know that Director Licht 21 is going to be --22 MR. MITCHELL: My understanding is Director Licht has been nominated for the Superior Court and 23 24 approved by the Senate and is just waiting to be 25 sworn in, which I understand will be sometime in mid

to do it as soon as I can.

MR. O'BRIEN: Would you also send us a copy of the minutes?

MR. BROOKS: Yes. I'll prepare minutes of this meeting and I'll send everyone a copy of the transcript as soon as I get it.

MR. FITTA: Does anybody else have any other business that they want to discuss?

MR. MITCHELL: Move to adjourn.

MR. FITTA: Okay. MR. BOVIS: Second.

MR. BROOKS: All in favor?

(VOICE VOTE TAKEN)

(UNANIMOUS)

MR. BROOKS: Let's go back on the record and enter this, the sign-in sheet, as 12.

(Whereupon, Exhibit No. 12 was marked.)

MR. BROOKS: So we'll enter the minutes of the public hearing of the Committee on June 19th, 2014 as Exhibit 13.

(Whereupon, Exhibit No. 13 was marked.)

(Whereupon, the public hearing was adjourned at 10:11 a.m.)

42

August, so the sooner we can get this done and to him, the sooner he can have discussions with the president of the college and make whatever determination he needs to make.

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MR. BROOKS: Given the timing of my schedule and when the transcript will be ready, I'll work to get it done as soon as I can that week of the 21st and get it to you. I'll set a goal of Wednesday that week.

MR. MITCHELL: If we can have a final recommendation to the director by the first of August, I think that would be --

MR. BROOKS: Yeah. I can get everyone a draft. I'll set a goal for the 23rd but no later than the 25th of July.

MR. SIMSON: I'm out of the country starting on the 25th. I'll have limited access to email at that point so ...

MR. BROOKS: I'll keep that in mind.

MR. MITCHELL: Life just got more complex. MR. FITTA: The reason I'm concerned about

Richard Licht is because if we go, you know, into a period where there's no director for a period of time, it's possible this could sit there.

MR. BROOKS: I understand. I'll do my best

CERTIFICATE

I, Diane J. DeStefano, a Notary Public in and for the State of Rhode Island, hereby certify that the foregoing pages are a true and accurate record of my stenographic notes that were reduced to print through computer-aided transcription.

In witness thereof, I hereunto set my hand this 4th of July, 2014.

Diane J. DeStefano, Notary Public

My commission expires on 3/25/17

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18/25 20/15 21/12 24/3 25/14		comment [4] 4/8 7/3 28/25
26/6 30/10 34/13 36/3 42/22	36/2 40/20 41/20 42/14	40/11
been [11] 3/15 5/9 8/19 11/9	C	comments [6] 4/9 11/14 13/17
17/14 18/24 19/25 23/1 28/18 32/2 41/23		24/14 25/9 25/15
before [7] 3/9 5/18 10/6	<pre>calendar [1] 15/10 call [5] 3/4 5/2 5/14 31/18</pre>	<pre>commercial [1] 37/19 commission [1] 44/14</pre>
21/15 28/18 31/19 39/20	31/21	COMMITTEE [41] 1/2 3/9 4/16
begin [1] 3/9	called [2] 30/12 31/8	5/20 5/21 5/24 6/1 6/8 7/8
behalf [6] 10/12 11/13 11/18	came [2] 19/23 31/19	7/11 7/16 7/24 8/2 8/5 8/15
11/25 12/8 12/14 behind [1] 5/9	campus [20] 13/25 14/9 14/19	10/12 10/14 11/12 11/13
being [4] 12/23 12/24 19/1	14/23 14/25 15/1 15/2 16/2 16/13 16/16 16/18 16/20	11/18 11/25 12/8 12/14 21/20 22/8 23/20 24/11 24/21 24/22
33/23	16/22 18/10 18/21 32/24	25/25 26/22 27/10 35/12
believe [21] 4/10 8/24 10/6	32/25 33/2 35/6 36/7	38/22 39/7 39/20 40/3 40/9
10/23 14/13 14/17 15/25 17/9		40/11 40/25 43/19
17/20 17/24 18/16 18/25 19/7		committees [1] 3/16
22/24 23/11 23/19 24/3 33/12 35/17 36/8 39/24	22/1 23/22 25/6 25/10 28/21 29/2 30/11 30/21 37/2 38/10	communications [3] 11/10 11/11 11/17
below [1] 36/22		community [1] 14/25
benchmark [1] 37/2		commuter [1] 16/14
beneficial [1] 19/8	42/13 43/1	company [2] 23/12 23/14
benefit [2] 23/21 40/3	can't [1] 5/20	competitive [1] 26/7
benefits [2] 19/9 26/11 best [8] 17/20 17/24 18/3	<pre>cannot [1] 29/4 capable [1] 26/8</pre>	<pre>complete [3] 18/12 19/3 33/17 completed [2] 15/12 15/14</pre>
24/25 26/4 36/9 39/11 42/25	capable [1] 26/8 capacity [2] 24/10 40/2	completed [2] 15/12 15/14 completely [1] 5/7
better [2] 20/10 20/18	Capital [1] 1/14	completing [2] 26/9 34/25
between [6] 4/16 18/18 23/10	carries [1] 17/17	complex [7] 13/24 34/4 35/1
23/13 29/22 34/23	Carriuolo [1] 39/25	37/21 38/23 38/24 42/20
bid [4] 27/5 31/11 37/12 37/13	cart [1] 21/15 case [2] 29/3 30/1	complexity [12] 24/23 26/1 34/17 34/18 34/23 35/15
	23/3 30/1	51/1/ 51/10 51/25 55/15

С	couple [2] 8/4 31/7	director [10] 1/14 12/2 12/16
	course [1] 31/13	22/10 39/23 39/24 41/20
complexity [6] 35/16 35/18 35/23 38/19 39/2 39/9	court [2] 41/7 41/23 CRAIG [28] 1/6 12/24 13/4	41/22 42/11 42/23 disclosed [1] 37/16
composition [1] 29/24		discriminate [1] 30/7
comprehensive [2] 8/5 10/23	16/21 17/5 17/10 18/1 18/3	discuss [2] 28/13 43/8
comprise [1] 13/14		discussed [1] 24/2
computer [1] 44/5 computer-aided [1] 44/5	24/16 25/12 25/22 26/2 26/25 33/10 33/14 34/7 34/15 36/5	discussion [9] 23/24 25/8 27/22 28/9 28/14 32/21 34/6
computer arted [1] 44/3	36/22	36/21 41/7
concept [2] 38/22 39/1	CRAIG-LEE [28] 1/6 12/24 13/4	
concerned [1] 42/21		dislocation [1] 17/6
concerns [2] 15/22 33/13 concur [1] 18/2		<pre>displace [1] 33/5 displacement [1] 33/8</pre>
condition [4] 28/25 29/16		dispute [4] 23/10 23/13 23/17
30/4 30/12	33/10 33/14 34/7 34/15 36/5	23/23
conditions [13] 21/20 22/1 22/2 27/2 27/9 28/10 30/17		<pre>disputes [2] 26/15 35/8 disrupted [1] 16/19</pre>
		disrupted [1] 16/19 disruption [1] 17/18
32/16	critical [5] 14/18 14/23 15/5	
conduct [1] 33/23	15/14 18/4	18/23
conference [1] 41/12 confess [1] 4/1	Cross [1] 20/22 currently [1] 33/21	<pre>distance [1] 40/17 distinguishes [1] 38/1</pre>
cons [1] 19/13		distributed [1] 10/10
considerably [1] 33/11		Division [1] 1/16
consideration [1] 27/10		do [18] 3/3 8/1 8/6 8/8 8/9
considerations [3] 21/7 21/10 35/20	date [2] 1/9 21/25 dated [1] 11/25	17/16 20/7 22/16 23/7 25/19 27/22 35/15 36/8 39/4 40/2
consistency [1] 26/16	David [3] 2/12 12/14 12/15	41/2 42/25 43/1
construction [22] 13/10 16/18	day [1] 14/5	documentation [1] 9/12
16/24 17/14 17/15 18/4 18/6		does [6] 9/15 22/22 28/13
18/9 18/12 18/15 18/18 18/21 19/3 19/5 26/8 26/11 27/4	10/5 26/17 days' [1] 5/5	32/11 35/8 43/7 doesn't [2] 7/18 29/4
32/23 34/14 35/7 37/18 38/4	deal [1] 8/2	doing [2] 18/9 21/24
construction-related [2]	dean [2] 1/15 35/15	dollars [2] 5/7 16/3
17/14 17/15	= =	don't [25] 3/10 3/20 4/5 4/8
continue [4] 5/20 5/21 10/3 23/23	decide [1] 20/7 decision [3] 5/6 5/8 40/9	4/14 5/18 6/18 7/20 9/7 9/21 10/22 13/18 17/22 21/15 22/2
Continued [1] 2/2	definition [1] 38/23	30/11 32/4 33/4 33/15 33/24
contract [3] 13/10 27/6 32/23		34/12 35/17 36/2 40/17 40/19
contractor [5] 27/14 27/16 29/7 29/17 29/23		done [8] 3/18 4/12 10/2 14/12 15/9 19/8 42/1 42/7
contractors [10] 4/1 4/23	<u> </u>	Donovan [1] 1/11
12/3 12/10 12/17 23/11 26/8		door [1] 7/5
29/13 29/23 30/8 contractors' [1] 14/24	<pre>demonstrate [1] 23/20 Department [2] 26/23 41/2</pre>	doors [1] 5/9
contractors [1] 14/24 contrary [1] 19/21		Downtown [2] 20/24 20/25 Dr [1] 7/10
contribute [1] 27/21		Dr. [1] 29/17
coordinated [1] 14/3		<pre>Dr. O'Brien [1] 29/17</pre>
<pre>coordination [1] 33/6 copied [2] 9/15 23/5</pre>	Dept [2] 1/16 1/18 derives [1] 26/10	<pre>draft [2] 40/11 42/14 drafted [1] 24/20</pre>
copies [2] 10/10 10/11	describes [1] 23/9	Drive [1] 1/24
copy [5] 23/3 25/23 25/24	DESCRIPTION [1] 2/3	driving [1] 35/24
43/2 43/5	designing [1] 34/18	duration [3] 24/23 26/1 39/8
<pre>correct [1] 22/19 correspondence [2] 3/24 4/6</pre>	<pre>desirability [1] 21/13 desire [1] 33/17</pre>	during [4] 14/7 15/19 26/11 37/18
cost [7] 13/13 16/1 19/23	1 it - 101 00 /10 00 /10	E
26/13 33/11 35/23 35/23	DeSterano [2] 44/3 44/11	
costing [1] 5/6 costs [8] 13/8 15/24 16/4		<pre>each [3] 13/21 30/2 39/1 Earl [2] 1/15 38/20</pre>
17/17 17/18 17/19 17/23		early [1] 19/20
18/25	Diane [2] 44/3 44/11	ears [2] 14/22 32/1
could [16] 4/4 7/11 8/3 9/1		easily [1] 20/3
10/2 10/22 15/15 15/23 19/25 20/14 25/6 28/1 28/25 31/21	8/4 8/24 9/3 9/11 11/9 15/22 20/2 25/14 25/16	economic [2] 1//19 3//3 either [1] 34/1
40/20 42/24		elect [2] 6/8 8/6
couldn't [1] 9/2	different [7] 3/19 17/12	elections [1] 3/13
Council [1] 24/9		elementary [2] 14/8 16/23
counsel [5] 1/19 9/5 14/11 24/10 40/2	= =	elements [1] 3/23 else [4] 28/14 31/9 34/8
counter [1] 16/4	difficulty [1] 28/19	43/7
counter-argument [1] 16/4	Dining [1] 1/11	email [12] 2/5 2/7 4/16 4/21
country [1] 42/16	direct [1] 9/22	4/24 7/18 8/4 9/14 10/6

E	18/13 18/22 19/1 19/9	42/8 42/13 43/6
email [3] 10/10 11/18	<pre>fairly [1] 35/1 fairness [3] 3/21 7/1 31/13</pre>	getting [3] 15/8 34/24 38/13 Girard [3] 2/13 23/7 24/9
42/17	fall [1] 37/12	gist [1] 23/9
<pre>emphatically [1] 5/4 employee [1] 29/4</pre>	<pre>familiar [2] 20/13 31/1 fashion [3] 19/2 19/9 34/24</pre>	<pre>give [2] 6/6 40/20 given [9] 17/9 18/8 19/12</pre>
employees [4] 14/24 30/2 30/8		24/22 25/23 26/1 39/8 40/14
31/7	32/19 35/9 39/16 43/12	42/5
<pre>empty [1] 18/11 enclosed [1] 10/18</pre>	<pre>favorable [1] 27/2 features [2] 21/14 37/24</pre>	giving [1] 5/5 go [10] 8/25 13/10 19/2
end [1] 41/8	federal [1] 36/17	19/15 20/7 22/14 23/23 40/8
<pre>engaged [1] 3/15 England [1] 12/9</pre>	feel [1] 9/12	42/22 43/15
enough [2] 8/1 18/10	feet [1] 33/22 few [1] 6/5	goal [2] 42/8 42/14 God's [1] 32/1
ensuring [1] 26/9	field [1] 32/25	goes [2] 14/5 38/5
enter [5] 4/8 4/17 4/20 43/16 43/18	figure [1] 40/21 filed [1] 10/17	going [9] 3/22 5/13 5/23 11/16 13/20 22/3 22/4 33/9
entered [4] 11/11 11/17 24/5	fill [1] 9/3	41/21
24/7	final [3] 5/3 31/14 42/10	good [1] 8/2
<pre>entertain [2] 8/22 22/1 entire [2] 15/16 33/22</pre>	finally [2] 5/4 12/13 financial [1] 27/21	got [5] 6/16 9/21 36/15 40/13 42/20
entirely [1] 17/13	finds [3] 24/22 25/25 39/8	governed [1] 6/12
<pre>entrance [1] 35/7 equipment [1] 34/21</pre>	fine [1] 28/12 firms [2] 20/9 20/13	<pre>governs [1] 10/14 greater [1] 26/18</pre>
Esq [9] 1/17 2/4 2/5 2/7 2/8	first [12] 12/23 15/23 16/4	greatly [1] 4/2
2/10 2/10 2/11 2/13 Esquire [1] 1/19		grievance [1] 3/13
essence [1] 21/23	30/12 30/19 30/21 42/11 fit [1] 38/23	guess [8] 8/20 8/25 13/17 14/22 28/1 32/1 34/5 41/17
essentially [2] 29/10 38/16	Fitta [6] 1/14 8/6 8/10 8/14	guided [1] 40/6
established [1] 26/19 etc [1] 26/18	8/18 16/10 fixed [1] 26/13	guidelines [1] 20/16
even [5] 14/8 22/2 31/13	flow [3] 16/16 16/19 16/19	Н
33/15 38/11 events [2] 14/5 33/16	flushed [1] 22/6 focus [1] 8/3	had [18] 4/2 5/15 5/24 6/15 6/16 6/19 7/1 7/20 8/1 9/11
every [1] 14/5	FOGARTY [12] 1/7 12/25 13/11	
everybody [2] 19/4 34/8	17/11 24/24 25/13 25/15	25/7 25/9 33/13
everyone [5] 25/23 31/9 38/5 42/13 43/5	folks [2] 28/25 30/25	hall [12] 1/6 1/6 12/24 17/5 17/11 18/1 25/23 26/2 26/2
everyone's [1] 40/12	follow [1] 8/23	26/25 26/25 31/10
everything [4] 16/5 19/12 19/14 34/3	followed [1] 18/9 foot [1] 21/1	hand [1] 44/6 handed [1] 24/21
evident [1] 7/25	force [2] 29/4 29/25	handle [1] 25/13
Exactly [1] 37/10 example [1] 23/21	forces [1] 14/20 foregoing [1] 44/4	happen [1] 23/22 happens [1] 36/5
exceeds [2] 36/22 38/4		happy [1] 20/2
<pre>excellent [1] 9/5 executive [5] 12/2 12/15</pre>	form [1] 37/2 forth [1] 31/2	harmony [3] 14/14 21/8 34/3 has [18] 5/6 5/8 5/24 8/18
36/14 36/15 36/25	forward [2] 22/15 23/23	9/5 9/18 13/12 16/15 16/19
exhibit [20] 4/9 4/20 5/1	forwarded [2] 11/12 23/5	23/3 23/7 28/10 34/8 35/19
10/18 11/17 11/22 11/23 12/5 12/6 12/11 12/12 12/18 12/19		38/3 38/5 39/1 41/23 have [75]
24/5 24/7 24/11 24/13 43/17	Frank [6] 8/21 28/10 29/16	haven't [1] 32/2
43/20 43/21 exist [1] 38/12	30/21 32/16 36/24 frankly [4] 3/22 6/4 21/12	having [6] 6/6 15/4 15/11 17/14 33/4 38/21
existing [3] 27/15 29/18 33/7	29/20	Hazmat [1] 35/20
<pre>expeditious [2] 26/14 33/18 experience [6] 19/16 19/19</pre>	<pre>freedom [1] 33/1 frequently [1] 16/13</pre>	he [23] 4/2 5/11 5/24 6/14 6/16 7/18 7/18 7/19 7/19
28/24 29/12 30/13 30/20	Friday [1] 41/14	7/20 7/21 7/21 8/1 8/1 8/4
<pre>experienced [1] 14/18 experiences [1] 19/15</pre>	front [1] 10/20	9/1 9/2 9/10 9/11 9/15 37/24 42/2 42/4
expires [1] 44/14	fulfilled [1] 9/12 full [1] 11/14	he's [5] 5/11 6/19 9/19
expressed [1] 33/13	further [3] 8/25 24/14 38/20	11/20 36/15
<pre>extended [1] 17/7 external [1] 17/18</pre>	G	hear [5] 3/7 16/8 34/8 35/11 36/23
extra [2] 5/7 10/10	GAIGE [28] 1/6 12/23 13/4	heard [5] 14/10 14/15 15/20
extremely [2] 21/9 33/20	13/6 13/18 13/23 15/1 16/7 17/5 17/10 18/1 18/3 18/9	25/16 38/21 hearing [22] 1/2 1/5 2/2 2/15
F	18/12 22/23 24/15 25/5 25/12	5/12 5/16 5/18 6/2 6/5 7/12
facility [1] 21/1 fact [4] 3/20 5/15 15/25	25/22 26/2 26/25 33/9 33/13 34/7 34/15 36/4 36/21 37/13	7/22 8/22 9/8 10/9 10/16 10/19 10/22 11/1 34/10 40/9
23/13	general [3] 12/17 25/7 29/23	43/19 43/22
<pre>factors [1] 35/24 faculty [7] 15/17 17/7 18/6</pre>	get [11] 19/1 19/4 19/13 33/18 41/2 41/9 42/1 42/7	hearings [1] 9/13 held [1] 5/13
	33/10 41/2 41/3 42/1 42//	1.024 [1] 3/13

Н	instance [1] 38/17	L
helpful [1] 34/18	intangible [1] 26/11	labor [19] 1/2 12/22 14/13
here [14] 6/19 9/12 13/23	interest [11] 3/12 17/21	21/8 23/10 23/13 23/16 23/22
14/5 14/19 15/3 15/11 17/1	17/24 18/3 22/4 22/5 22/6	25/2 26/6 26/6 26/15 26/24
21/7 22/8 28/25 31/15 33/14 40/7	24/25 26/4 36/9 39/11 interested [9] 4/7 6/3 9/9	27/4 29/3 31/3 34/3 35/8 39/12
hereby [1] 44/3	' ' '	labs [1] 34/21
hereunto [1] 44/6		Lafleur [2] 2/9 12/1
high [2] 14/7 34/21 him [1] 42/2	<pre>internal [1] 3/13 into [13] 4/9 4/20 11/11</pre>	<pre>large [3] 13/24 16/15 16/18 larger [2] 13/6 36/17</pre>
himself [1] 9/2		last [1] 4/15
his [8] 4/11 5/3 5/10 7/18	35/7 37/13 38/23 40/8 42/22	late [1] 37/12
7/18 8/3 9/14 24/10	'	latter [3] 21/16 21/25 42/14 latter [1] 41/10
hold [1] 5/15 holidays [1] 26/18		lead [2] 7/11 13/2
honesty [1] 3/22	20/21 40/25	leaders [1] 20/8
hope [2] 21/20 37/11	IRONS [1] 1/23	<pre>leads [1] 18/25 least [2] 17/10 18/1</pre>
horse [1] 21/16 host [2] 3/18 9/16	is [90] ISLAND [27] 1/1 1/2 1/10 1/12	
hours [3] 6/13 6/22 14/6	1/24 4/23 12/3 12/16 13/16	lecturer [1] 3/15
housed [1] 15/18 how [9] 16/18 20/10 20/14		LEE [28] 1/6 12/24 13/4 13/6 13/18 13/24 15/2 16/7 16/21
21/12 23/23 31/1 35/1 41/1	22/25 23/14 24/9 25/1 25/1 26/4 26/5 26/23 27/2 27/3	13/18 13/24 15/2 16// 16/21
41/8	39/11 39/12 41/17 44/3	18/14 18/15 22/23 24/16
I	isn't [2] 21/16 21/23	25/12 25/22 26/2 26/25 33/10
I'd [2] 25/21 36/23	issue [2] 30/19 30/22 it [75]	33/14 34/7 34/15 36/5 36/22 legal [6] 1/17 1/19 6/22 9/3
I'll [19] 7/23 8/10 10/25	it's [32] 4/10 4/21 6/22	9/5 40/2
13/17 25/18 27/8 28/21 32/9		less [3] 32/6 34/4 34/14
32/9 39/15 40/6 42/6 42/8 42/14 42/17 42/19 42/25 43/4	13/25 15/14 16/22 21/15 22/7 24/7 25/17 29/25 31/13 32/21	
43/5		43/15
I'm [26] 3/22 4/2 5/23 6/6		letter [21] 2/4 2/8 2/10 2/11
6/9 6/25 16/12 20/2 21/18 23/1 28/12 29/20 29/20 30/23	37/20 37/25 38/7 42/24	2/13 4/25 5/3 7/18 11/24 12/7 12/13 22/25 23/4 23/6
30/24 31/1 31/25 34/10 34/25	its [3] 23/11 27/15 29/18	23/6 23/9 23/12 24/8 27/18
36/19 38/15 39/3 41/12 41/14	itself [1] 10/19	29/10 29/15
42/16 42/21 I've [12] 3/11 3/15 3/18		letters [1] 30/15 level [3] 17/12 35/18 35/22
3/21 10/18 14/11 14/12 16/6	J	levels [1] 34/21
19/12 19/22 24/20 25/23	job [4] 14/1 15/9 31/1 31/12	
I-W-U-C	Joe [3] 2/7 9/17 11/19 Johnston [1] 1/24	Licht [5] 39/23 39/24 41/20 41/23 42/22
if [41] 3/17 4/4 4/5 4/20		life [8] 1/7 12/25 13/11
6/10 6/18 7/24 9/2 9/23	29/5 30/18	19/5 24/24 32/20 39/10 42/20
10/11 10/23 13/1 15/14 17/23 18/6 20/7 20/14 21/21 21/25	July [7] 1/9 2/13 3/1 23/1	like [16] 3/5 3/8 5/4 6/22 11/11 13/1 20/6 21/19 25/21
22/2 22/7 22/24 23/1 25/11	41/15 42/15 44/7	28/13 33/21 35/14 36/1 36/23
25/17 27/3 27/13 30/11 30/14 30/23 31/11 31/13 32/4 32/6		38/25 40/1
35/7 35/14 36/25 39/6 40/10	2/8 2/10 2/11 2/15 5/16 10/6 10/9 11/1 11/19 11/25 43/19	limited [3] 35/5 35/8 42/17
42/10 42/22	June 16th [3] 10/6 11/19	lips [1] 32/1
II [1] 1/5 immediately [1] 16/22		litigation [1] 17/15
impact [4] 14/3 15/15 15/17		little [3] 33/1 35/15 41/4 live [1] 23/21
16/2	17/17 20/18 28/21 30/11	local [5] 23/10 23/14 27/17
important [7] 5/5 15/20 17/4 21/9 33/15 34/4 34/25	34/16 35/22 36/11 36/19 38/2	29/8 29/13 located [3] 13/25 16/22 32/24
in [105]	K	location [2] 13/25 16/22 32/24 location [2] 16/25 37/25
inadequate [1] 14/20		logically [1] 18/25
include [3] 14/4 14/7 30/1 included [2] 21/21 27/12	keep [3] 25/11 36/20 42/19 keeping [1] 15/19	long [1] 40/17 look [1] 37/3
including [1] 3/12	Kevin [3] 1/14 8/14 34/16	looking [2] 9/14 40/22
incorporate [1] 27/3	key [2] 31/7 31/8	lot [6] 14/25 15/3 19/11
increased [3] 15/23 16/4 18/25	kind [2] 32/24 36/16 know [32] 3/10 5/18 5/19	33/5 33/23 35/16 lower [1] 35/23
Independent [1] 12/3	F/04 6/4 6/10 6/00 7/1 7/00	M
indicated [1] 8/24	7/21 7/23 9/21 10/22 16/3	
<pre>individual [1] 13/20 industry [1] 20/1</pre>	17/16 21/14 21/15 21/17 25/16 30/11 31/14 32/8 33/12	made [5] 3/18 5/9 7/11 23/2
information [3] 8/2 8/25 9/6		major [4] 13/7 17/6 19/17
inhibit [1] 26/7	38/11 39/1 40/25 41/20 42/22	21/14

.,	modify [2] 30/4 32/9	nobody's [1] 31/25
М		nominate [1] 8/10
make [16] 6/10 7/22 8/4 9/2		nominated [1] 41/23
10/1 13/23 21/12 22/8 22/11 24/15 24/17 25/14 39/6 39/23	months [3] 14/7 16/17 19/21 more [7] 6/15 6/24 10/23	<pre>non [1] 28/15 non-amendment [1] 28/15</pre>
42/3 42/4	22/23 33/1 34/6 42/20	None [1] 39/19
making [2] 23/25 25/22		nonunion [10] 27/14 27/16
management [1] 14/1 mandatory [1] 27/5	motion [26] 8/13 11/4 24/18 24/20 24/21 25/18 25/19	27/20 29/1 29/7 29/12 29/17 30/2 30/8 31/6
manner [2] 15/9 33/18		nor [1] 29/14
many [2] 6/6 15/17		North [1] 1/12
marked [14] 4/24 4/25 5/1 11/21 11/23 12/4 12/6 12/11		Nos [1] 5/1 not [40] 3/22 5/12 5/17 5/23
12/12 12/18 12/19 24/13	Mount [1] 1/11	7/17 14/23 15/14 15/25 17/11
43/17 43/21	move [6] 10/25 18/13 24/4	17/13 17/17 18/10 22/16
Martiesian [1] 9/19 master [1] 41/1	32/20 37/17 43/9	22/19 23/1 23/3 25/2 26/7 27/16 27/20 29/1 29/7 29/13
Mathew [2] 2/9 12/1	moving [2] 18/7 21/3 Mr [14] 3/3 3/24 4/4 6/18	29/20 29/20 30/7 30/18 31/14
matter [2] 19/14 31/13	8/6 8/10 8/18 13/1 16/10	32/24 33/8 35/10 35/15 36/6
matters [1] 17/15	23/6 24/17 35/14 39/6 40/1	36/8 37/1 37/20 38/12 38/16
may [15] 5/15 6/10 15/18 16/10 17/13 20/20 22/7 22/24	l	38/23 39/12 Notary [2] 44/3 44/11
24/17 27/9 30/14 35/4 35/14		notes [1] 44/4
36/25 39/6		notice [11] 5/5 6/13 6/15
May 6th [1] 5/15 maybe [3] 3/19 5/11 33/16	7/14 7/17 8/24 10/4 Mr. Boisselle's [3] 4/8 4/14	6/16 6/18 6/22 9/4 9/22 9/22 9/23 9/24
MBE [4] 20/6 20/9 20/13		noticed [1] 36/12
20/16		notified [1] 5/17
me [13] 3/10 5/2 11/18 11/24 12/8 12/14 31/12 31/25 40/1	Mr. Brubeck's [1] 4/14	November [1] 13/16
40/24 41/6 41/9 41/16	_ 	November of [1] 13/16 now [6] 5/10 6/14 10/13
mean [3] 4/3 21/25 25/10	Mr. Sabatoni [1] 35/25	19/25 20/12 32/19
means [3] 4/18 23/20 33/23		number [5] 27/13 27/15 27/19
Mechanical [1] 12/10 mediation [1] 3/12	<pre>multipage [1] 7/15 multiple [1] 33/16</pre>	38/10 39/1 nursing [4] 13/12 33/19 33/20
meet [3] 14/17 20/8 20/16	music [1] 14/21	34/20
meeting [9] 3/4 6/11 6/11	must [2] 4/1 14/2	0
6/17 7/6 10/4 10/6 10/16 43/5	my [31] 5/23 7/7 13/17 13/23 14/13 14/21 17/16 19/23 22/7	O'Brien [3] 1/15 7/10 29/17
meetings [5] 4/16 6/12 9/19		Obama [1] 37/1
10/13 29/22		Obama's [2] 36/12 36/13
meets [1] 36/3 members [7] 1/13 7/24 24/21	30/18 31/12 36/6 38/22 40/2 40/6 40/7 41/22 42/5 42/25	<pre>objective [1] 17/22 obligation [1] 9/13</pre>
30/5 35/11 40/11 40/24		observation [1] 6/10
membership [1] 30/11	myself [2] 3/20 17/3	observed [1] 16/21
memory [1] 30/14 mentioned [5] 14/25 18/20	N	obviously [4] 6/14 7/24 19/13 36/21
21/8 32/21 36/12	name [1] 5/23	occur [2] 14/6 14/7
met [4] 5/15 19/19 19/20	names [1] 9/16	off [1] 38/13
20/3 Michael [5] 1/17 2/13 23/5	<pre>near [1] 16/12 necessary [2] 7/25 37/17</pre>	offer [2] 21/20 27/9 offered [2] 23/19 28/10
24/8 38/15	need [9] 6/24 8/6 9/7 10/11	office [1] 13/7
Michael's [2] 28/10 28/12		Officer [2] 22/10 22/21
mid [1] 41/25 might [3] 34/17 40/21 40/21	needed [1] 23/17 needing [1] 34/22	offline [2] 17/5 18/24 okay [18] 3/8 4/17 10/13
Mike [4] 31/19 32/15 37/22	needs [3] 18/5 18/12 42/4	11/4 11/8 22/22 24/6 25/14
41/17	negotiate [3] 22/15 26/5	25/17 28/23 32/9 32/19 37/3
Mike's [1] 28/15 million [12] 13/8 13/13 13/15	26/24 negotiated [2] 21/16 21/25	37/15 38/14 41/18 41/19 43/10
19/17 19/18 21/1 33/10 36/16		Olson [2] 2/9 12/1
36/17 36/22 36/23 37/3	negotiations [1] 31/24	on [102]
millions [1] 5/7 mind [2] 3/20 42/19	<pre>neighbor [1] 16/12 neither [1] 36/4</pre>	<pre>one [22] 4/3 4/15 9/21 13/18 14/22 17/13 20/6 20/12 20/15</pre>
minds [1] 36/20	New [1] 12/9	21/8 21/21 22/15 23/10 25/20
mine [1] 19/16	next [11] 10/7 11/24 12/7	27/13 27/13 29/21 30/12 34/6
minimize [1] 14/3 minorities [1] 26/21	16/22 19/3 24/7 32/25 39/21 39/22 41/10 41/12	34/14 35/7 35/23 ones [1] 4/15
minutes [1] 26/21 minutes [13] 2/15 10/8 10/11	no [22] 2/3 4/13 7/4 7/5	only [3] 7/1 9/23 35/6
10/15 10/17 10/18 10/21 11/1	10/3 11/23 12/6 12/12 12/19	onto [4] 27/15 29/18 31/1
11/5 11/9 43/3 43/4 43/18	19/13 24/13 25/16 28/16	31/12
Mitchell [3] 1/17 23/4 23/6 modernization [4] 1/6 12/23	28/16 30/20 37/24 38/14 38/21 42/14 42/23 43/17	<pre>open [4] 6/12 10/13 33/19 34/6</pre>
26/3 27/1	43/21	<pre>operate [1] 15/10</pre>

o	PLANTATIONS [1] 1/1	6/2 6/5 6/11 6/18 7/12 8/22
	PLAs [1] 9/6	9/4 9/8 9/13 9/23 9/24 10/9
<pre>opportunity [2] 6/19 10/1 opposed [5] 8/18 11/8 31/17</pre>	Pleasant [1] 1/11 please [1] 40/5	10/16 10/16 10/19 11/1 20/21 43/19 43/22 44/3 44/11
32/7 39/19	plug [2] 35/2 35/2	pull [1] 38/10
or [25] 7/18 10/8 10/15		Purchases [1] 1/17
10/16 16/1 17/5 26/13 27/21		Purchasing [2] 22/10 22/21
28/10 28/19 30/6 30/8 30/10 30/12 35/1 35/3 36/4 36/13	<pre>point [6] 6/2 7/13 7/25 13/23 23/12 42/18</pre>	<pre>purposes [1] 38/24 put [5] 7/15 22/2 32/15 39/4</pre>
36/17 37/2 37/17 37/23 39/22	population [1] 16/15	40/19
40/8 40/14	position [1] 8/3	putting [1] 13/5
order [11] 3/4 7/22 18/13	positive [2] 19/19 21/3	Q
18/13 25/4 25/11 28/22 33/9 36/14 36/15 36/25	possibility [1] 8/22 possible [1] 42/24	quadrangle [1] 15/3
original [1] 32/14	potential [1] 5/6	quarters [2] 15/18 19/4
other [21] 3/19 6/3 6/16	potentially [1] 15/23	question [2] 37/23 41/17
6/17 7/23 9/1 9/18 9/20 11/10 13/9 14/12 14/19 20/4	<pre>practical [1] 41/16 practices [1] 26/16</pre>	quite [4] 3/22 6/4 17/3 21/12
25/20 34/11 35/4 35/11 38/1	prebid [1] 29/22	
38/21 39/20 43/7	preconstruction [1] 29/22	R
others [3] 5/11 6/6 7/14	predictability [1] 26/17	rather [2] 8/5 37/24
our [12] 9/3 9/4 9/12 10/6 13/25 14/11 15/2 15/13 22/16	predictable [1] 26/13	ratification [1] 3/14 RE [1] 1/5
33/20 33/22 36/20	<pre>preser [1] 25/12 prepare [4] 6/7 6/24 9/11</pre>	read [7] 14/11 15/6 15/24
out [14] 7/7 7/13 10/5 13/5	43/4	19/12 19/14 19/22 29/17
13/10 18/14 18/16 19/4 22/6	FF [-] 3/0 10/12 10/10	reading [3] 3/24 4/3 15/7
24/21 25/4 37/12 38/10 42/16 outset [1] 32/21	10/18 13/22 present [2] 1/13 8/24	reads [1] 25/25 ready [1] 42/6
over [3] 13/2 16/17 17/15	present [2] 1/13 6/24 presentation [2] 7/16 8/5	real [2] 16/2 23/21
overriding [1] 21/6	<pre>president [11] 3/25 4/22 12/2</pre>	
overseeing [1] 3/13	22/9 22/21 24/8 36/12 37/1	really [4] 6/22 12/21 20/13
own [2] 14/13 38/5	39/25 41/3 42/3 pressure [1] 40/20	36/2 reason [6] 7/9 7/19 10/3
P	prewired [1] 35/3	34/5 37/7 42/21
P-A-R-I-S-E-A-U-L-T [1] 11/20	<pre>pride [1] 3/20</pre>	reasonable [1] 6/7
<pre>package [3] 9/5 14/12 37/8 PAGE [1] 2/3</pre>	primary [1] 33/3	reasoned [1] 21/13
pages [2] 10/21 44/4	<pre>principal [4] 21/6 21/11 21/19 21/24</pre>	reasons [6] 16/5 19/7 24/2 34/2 35/12 38/13
paragraph [2] 4/3 5/3	print [1] 44/4	recap [1] 13/3
paramount [1] 14/1	prior [1] 5/12	received [4] 4/6 4/21 11/13
Pariseault [3] 2/7 11/19 11/20	pro [1] 9/6	22/25 recess [1] 40/8
parking [1] 16/16		recognize [1] 9/16
part [11] 5/22 13/25 23/2	problematic [1] 16/25	recommendation [6] 22/9 22/20
28/14 28/15 28/15 29/6 29/12		30/22 39/23 40/13 42/11
35/6 36/7 41/10 participate [1] 6/23	proceedings [1] 9/20 proceeds [1] 24/1	recommendations [1] 31/17 recommended [6] 21/22 27/13
parties [4] 4/7 6/3 11/15	process [1] 39/22	31/21 32/7 32/10 32/11
36/1	profession [1] 17/16	recommends [1] 26/22
parties' [1] 22/5	PROFESSIONAL [1] 1/23	reconvene [1] 40/18
<pre>passed [1] 13/15 past [3] 16/17 19/15 19/16</pre>	<pre>Professor [1] 1/15 program [4] 33/19 33/21 33/22</pre>	record [12] 4/9 4/18 4/20 5/10 7/6 10/9 11/12 11/14
patient [1] 34/21	33/24	23/2 40/13 43/15 44/4
PC [1] 1/15	<pre>programs [4] 14/6 15/4 26/16</pre>	recruitment [1] 26/20
<pre>pedestrian [1] 16/19 people [12] 6/5 6/16 6/17 7/1</pre>	26/20	reduced [1] $44/4$ referendum [1] $13/15$
7/2 9/16 15/7 16/15 31/12	project [83] projects [20] 1/14 12/22 13/4	
33/5 33/18 34/11		regard [4] 15/21 20/5 24/15
percent [1] 20/16	13/20 13/21 14/16 14/19	33/1
<pre>performed [1] 3/11 perhaps [4] 7/12 25/9 30/3</pre>	14/20 18/1 18/4 19/8 33/14 36/16 36/17 37/9	regarding [2] 8/3 12/21 regards [4] 9/13 19/22 20/6
30/4	promise [1] 14/21	25/22
perimeter [1] 32/25	promote [1] 14/13	related [2] 17/14 17/15
<pre>period [4] 6/7 17/8 42/23 42/23</pre>	properly [1] 14/3	relevant [2] 23/24 24/4 remain [1] 5/21
personally [1] 9/7	<pre>propose [1] 39/22 proposed [5] 12/21 24/24 26/2</pre>	remain [1] 5/21 remember [1] 13/4
personnel [1] 31/8	28/17 39/9	reminded [1] 23/15
phase [2] 26/11 27/4	pros [3] 19/13 34/11 34/12	reminder [1] 23/16
<pre>picking [1] 8/20 piping [1] 37/23</pre>	<pre>protection [1] 26/14 provide [3] 4/7 8/2 30/4</pre>	renovation [4] 1/7 12/23 24/24 39/9
PLA [55]	PROVIDENCE [4] 1/1 1/12 20/24	
place [3] 1/10 15/4 22/4	20/25	26/3 27/1
planned [1] 18/8	public [25] 1/5 2/2 2/15 5/16	reopen [1] 6/2
		

R	school [3] 14/8 14/8 16/23	some [15] 3/19 6/1 9/22
reporter [1] 41/7	SCIENCES [7] 1/7 1/15 12/25 13/11 24/25 32/20 39/10	11/10 14/12 15/22 15/23 19/22 20/13 31/5 33/6 33/8
representation [1] 9/1	scope [1] 26/9	33/12 35/10 35/10
represents [1] 12/9 reputation [1] 3/21	second [16] 6/17 8/12 8/14 11/3 12/24 27/7 27/8 28/3	something [5] 5/5 13/22 33/21 36/20 37/20
require [2] 22/16 36/18	28/6 28/7 28/8 32/12 32/13	sometime [1] 41/25
required [8] 27/16 27/20 29/1		somewhat [1] 15/25
29/8 29/13 29/14 30/16 30/18 requirement [4] 9/4 27/5	Secretary [1] 11/5	soon [4] 41/1 42/7 43/1 43/6 sooner [2] 42/1 42/2
27/18 29/9	see [12] 9/7 9/9 10/3 28/21	sophisticated [2] 35/21 35/21
requirements [4] 20/4 20/15 20/17 31/17	34/11 34/12 34/16 35/10 35/12 35/15 36/1 40/17	sort [3] 13/22 21/15 38/2 sound [1] 21/12
requires [3] 6/13 6/21 10/15	seeing [1] 19/8	space [3] 18/10 18/23 33/22
research [2] 14/12 15/7 researched [1] 19/11	seem [1] 15/8 seems [1] 15/24	spaces [1] 18/22 span [1] 5/16
resident [1] 26/19	seen [1] 16/17	speak [2] 3/6 41/1
resolution [1] 26/15 Respectfully [1] 7/10	select [1] 8/14 selected [1] 8/19	<pre>speaking [2] 36/11 38/2 special [2] 14/5 37/23</pre>
respectively [1] 12/2	semester [2] 15/16 18/5	specifications [1] 27/5
responded [1] 7/15 response [1] 4/6	semesters [1] 15/11 Senate [1] 41/24	<pre>spent [1] 3/10 springtime [1] 37/14</pre>
restricted [1] 31/4	send [3] 7/16 43/2 43/5	square [2] 21/1 33/21
result [2] 14/19 15/23 reverse [1] 28/22	<pre>sentences [1] 8/4 separate [8] 13/5 13/10 13/11</pre>	staff [4] 14/16 15/18 17/7 19/2
review [4] 1/2 9/7 40/3	13/19 25/13 32/23 37/9 37/10	staffed [1] 14/21
40/11 RHODE [27] 1/1 1/2 1/10 1/12	sequence [1] 33/16 sequenced [1] 15/13	<pre>stand [1] 36/4 stand-alone [1] 36/4</pre>
1/24 4/23 12/3 12/16 13/16	sequencing [5] 18/8 18/17	standard [2] 35/1 37/19
16/12 17/21 17/25 20/23 22/25 23/14 24/9 25/1 25/1	18/18 34/13 34/23 serve [2] 5/20 7/8	<pre>standpoint [1] 41/18 start [3] 13/17 18/14 41/13</pre>
26/4 26/5 26/23 27/2 27/3	served [1] 3/16	starting [1] 42/16
39/11 39/12 41/17 44/3 RI [2] 1/16 1/18	Services [1] 1/17 set [5] 30/12 39/3 42/8	state [14] 1/1 5/4 7/17 10/17 17/21 17/25 25/1 26/4
RIC [2] 1/14 1/16	42/14 44/6	26/10 27/3 36/9 37/1 39/12
Richard [3] 2/10 12/9 42/22 right [5] 15/2 20/12 22/13	several [4] 9/16 19/21 21/7 21/20	44/3 State's [3] 6/12 22/4 22/10
31/24 40/7	shape [1] 37/2	stated [1] 16/6
rise [1] 35/18 Robert [13] 1/19 2/4 2/4 2/5	she [1] 4/20 sheet [2] 2/14 43/16	<pre>stay [1] 13/23 stenographer [4] 3/6 4/19</pre>
2/6 2/7 2/8 2/9 2/10 2/11	Shield [1] 20/22	25/24 41/6
3/25 4/22 12/1 roles [1] 20/19	shift [1] 15/15 short [1] 32/4	STENOGRAPHERS [1] 1/23 stenographic [1] 44/4
Rollingwood [1] 1/24	short-sighted [1] 32/4	step [1] 39/22
rooms [1] 34/18 routinely [1] 29/11	should [7] 3/17 6/15 21/21 31/11 33/24 36/20 39/20	<pre>steps [2] 7/24 39/21 still [5] 10/2 33/14 33/15</pre>
run [1] 33/25	shouldn't [1] 30/25	33/17 34/3
s	sighted [1] 32/4 sign [10] 2/14 27/16 27/18	<pre>stoppages [1] 26/14 students [9] 14/8 14/8 15/17</pre>
Sabatoni [3] 23/5 24/8 35/25	29/8 29/9 29/13 29/15 40/14	17/7 18/7 18/13 18/23 19/1
Sabitoni [1] 2/13 safety [4] 14/1 14/23 15/4	40/16 43/16	19/10 subcontractor [2] 30/23 31/6
26/15	<pre>sign-in [2] 2/14 43/16 signatory [1] 23/11</pre>	subcontractor [2] 30/23 31/6 subcontractors [3] 26/19
said [3] 19/24 34/16 37/24 same [5] 6/16 18/11 33/12	significant [1] 17/17 Simson [1] 1/15	29/24 30/16
33/16 34/2	Simson [1] 1/15 simulation [1] 34/21	<pre>subject [1] 40/8 submittal [1] 10/1</pre>
<pre>satisfied [1] 40/12 saw [1] 38/22</pre>	Sinapi [2] 2/10 12/9	submitted [1] 11/2
say [1] 4/2 5/25 6/21 7/18	since [2] 4/5 17/22 sit [1] 42/24	<pre>successful [2] 27/3 30/24 successfully [1] 26/8</pre>
9/1 14/22 19/18 20/2 20/7 21/11 28/1 34/8 34/11 35/19	site [1] 14/1	such [3] 6/23 17/5 17/18
36/24 37/3 38/11	six [4] 5/5 5/12 5/17 7/21 size [5] 24/23 26/1 36/11	sufficient [1] 9/11 suggest [3] 4/5 30/3 35/4
<pre>saying [2] 6/9 6/22 says [2] 5/3 38/8</pre>	38/18 39/8	suggested [2] 31/22 35/25
schedule [12] 6/25 15/12	skin [1] 7/7 slip [1] 3/23	<pre>suggesting [1] 37/5 suggestion [1] 7/11</pre>
15/13 15/15 15/19 17/19 19/20 19/20 20/3 24/1 41/1	smacks [1] 5/8	suggests [1] 34/23
42/5	<pre>small [1] 33/3 smaller [3] 33/11 34/5 36/3</pre>	summary [2] 10/20 39/22 summer [1] 14/7
scheduled [1] 14/3 schedules [4] 14/17 17/2 17/4	smooth [1] 18/16	Superior [1] 41/23
18/5	so [64] so-called [2] 30/12 31/8	support [4] 16/6 21/5 21/11 27/21
scheduling [3] 23/25 26/17 34/13	sole [2] 27/17 29/9	supporting [2] 21/18 21/24
37/13	solely [1] 30/9	sure [5] 13/3 13/23 23/25

a	19/22 20/6 34/24 35/4	understanding [6] 20/18 22/8
S	think [35] 4/13 4/21 9/4 9/9	29/21 30/19 36/6 41/22
<pre>sure [2] 27/11 29/20 surprised [1] 6/4</pre>	9/10 9/20 9/23 9/25 12/15 13/19 14/15 15/20 16/3 16/8	unfair [1] 31/11 union [15] 3/13 7/2 23/15
swing [3] 18/10 18/22 18/23	19/17 20/9 20/13 20/17 21/2	23/15 27/21 27/21 29/2 29/5
<pre>sworn [1] 41/25 systems [3] 35/17 35/21 35/22</pre>		29/5 30/2 30/10 30/10 30/17
	31/10 31/12 31/19 34/2 34/13 36/2 37/22 37/25 39/21 40/10	
Т	42/12	30/6 36/1
table [3] 22/3 32/15 39/5 take [7] 5/21 13/18 17/4	thinking [2] 6/4 41/14	units [1] 3/18 unless [1] 21/13
22/4 25/12 25/21 28/21	thinks [1] 6/14 third [1] 28/25	Unlike [1] 34/16
taken [8] 8/16 10/15 11/6	this [45]	unsafe [1] 16/1
17/1 18/24 32/17 39/17 43/13 talk [2] 16/8 32/20	Thomas [1] 1/16 those [13] 8/15 10/16 13/9	unsure [1] 34/25 until [5] 5/12 5/17 21/16
talked [2] 8/21 34/20		37/14 38/8
talking [2] 6/25 15/6		up [5] 3/6 3/21 8/20 31/19
tangible [1] 26/10 tasks [1] 3/11	though [3] 23/4 33/15 38/11 thought [1] 25/7	33/19 upon [4] 15/12 15/15 29/25
taxpayers [1] 5/7	thoughts [1] 38/20	36/5
Teamsters [2] 23/10 23/14 technology [1] 40/16	three [2] 10/5 27/9	URI [4] 23/8 23/18 24/11
tell [1] 29/2	threshold [3] 36/16 38/4 38/6 thresholds [1] 38/3	us [9] 4/7 5/11 9/6 12/20
telling [1] 5/11	through [1] 44/5	15/8 15/21 19/12 40/20 43/2
temporary [4] 15/18 18/22 18/23 19/4	throughout [1] 16/14 Thursday [1] 3/1	usually [4] 29/3 29/6 29/21 30/1
terms [7] 16/2 27/1 30/8	time [16] 1/10 4/15 5/23 6/7	
30/16 31/20 31/20 34/18	6/24 7/15 8/1 9/11 13/19	utilize [3] 25/2 26/5 39/12
Terrance [1] 9/19 terrific [1] 40/4	17/8 18/11 21/19 24/1 34/25 41/5 42/24	V
testified [2] 9/18 9/20	timely [4] 15/9 19/2 19/9	valid [1] 33/14
testify [1] 10/3	34/24	<pre>variety [2] 3/11 38/13</pre>
testifying [1] 7/2 testimony [7] 6/7 6/25 7/22	timing [10] 18/4 19/25 21/9 23/25 24/23 26/1 33/15 37/11	Vatican [1] 38/8 verv [6] 3/10 10/2 16/13
14/10 14/16 15/8 37/16	39/8 42/5	16/15 35/22 37/21
than [7] 6/15 6/24 10/23 34/7 34/7 34/14 42/15	today [4] 10/2 10/3 22/3	<pre>veterans [1] 26/21 view [1] 5/24</pre>
Thank [2] 12/20 32/5	23/24 today's [1] 24/4	Visconti [3] 2/13 23/7 24/10
that [195]	together [2] 7/16 37/8	VOICE [5] 8/16 11/6 32/17
that's [23] 5/16 7/7 20/15 22/3 22/13 22/19 23/1 28/4	told [2] 31/25 32/2 Tom [1] 36/24	39/17 43/13 voices [1] 38/22
29/2 29/5 29/10 29/11 30/18	total [3] 13/8 13/12 33/10	VOLUME [1] 1/5
31/7 31/9 31/11 35/5 36/19	towards [1] 21/3	vote [7] 5/22 8/16 11/6
37/5 37/21 38/13 38/14 38/25 their [4] 6/7 20/18 30/10	trade [3] 30/2 30/6 30/6 trades [5] 18/17 23/1 23/15	13/20 32/17 39/17 43/13 voters [1] 13/16
38/5	l	
them [12] 6/6 9/21 10/10 10/11 11/13 13/18 18/14 21/8	24/9 34/24 traffic [3] 16/16 16/19 16/23 trained [2] 15/4 26/12	waiting [1] 41/24
28/21 28/22 31/1 31/18	training [4] 3/16 26/16 26/20	· · · · · · · · · · · · · · · · · · ·
themselves [2] 30/7 35/18	34/20	want [8] 3/3 8/21 25/11 29/5
then [7] 6/17 8/10 22/11 25/13 40/6 40/12 40/13	transcript [5] 10/19 10/21 41/9 42/6 43/6	33/25 39/4 40/19 43/8 wants [1] 24/15
there [27] 7/5 7/7 9/1 11/10	transcription [1] 44/5	Warwick [1] 11/21
20/4 23/13 23/20 23/22 24/14 27/7 28/9 29/21 30/5 30/15		was [40] 4/15 5/13 5/17 6/4
33/1 33/6 33/8 35/6 35/8	troubled [1] 4/2 true [1] 44/4	6/11 6/12 6/18 7/5 8/1 9/24 11/23 12/6 12/12 12/19 13/15
37/7 37/10 37/23 37/24 38/16	turn [1] 13/2	19/12 19/24 20/4 20/20 20/22
39/19 41/1 42/24 there's [5] 15/3 15/25 18/10	two [10] 10/20 12/22 13/5	20/25 23/4 23/4 23/5 23/6 23/13 23/19 23/21 24/13 25/4
22/3 42/23	13/9 13/13 21/8 27/15 37/8 37/10 38/1	29/1 29/17 32/15 34/14 36/12
therefore [2] 26/22 34/22	type [2] 3/16 35/2	37/5 41/1 43/17 43/21 43/22
thereof [1] 44/6 these [8] 3/23 11/16 13/5	types [1] 28/18	wasn't [2] 7/19 37/24 way [4] 14/22 33/24 37/2
16/5 19/8 27/12 31/16 37/8	U	40/17
they [16] 9/21 9/22 9/25	unacceptable [1] 5/8	we [66]
10/1 10/2 10/22 20/9 20/10 20/14 20/17 22/11 29/14 30/7	UNANIMOUS [5] 8/17 11/7 32/18 39/18 43/14	we're [6] 13/20 20/12 21/24
31/2 32/7 43/8	unanimously [1] 8/19	25/4 31/14 33/20
they'd [1] 30/9 they'll [1] 19/5	<pre>unclear [1] 30/20 under [4] 5/19 19/23 20/2</pre>	we've [4] 4/5 4/12 14/15 14/18
they're [3] 13/19 37/8 38/12	36/8	Wednesday [1] 42/8
thing [2] 21/3 35/2	understand [7] 16/23 17/2	week [8] 16/14 41/8 41/10
things [7] 3/19 3/19 15/16	17/3 17/6 20/10 41/25 42/25	41/13 41/13 41/14 42/7 42/9

wouldn't [1] 37/17 W written [1] 8/25 weekends [1] 16/14 well [25] 3/10 5/11 6/21 7/14 10/2 10/21 13/3 14/6 yeah [3] 4/12 37/6 42/13 15/4 15/13 18/17 19/10 25/6 years [2] 3/10 17/16 Yes [7] 16/11 24/19 28/5 25/9 26/12 30/23 31/18 32/3 35/20 36/21 36/22 38/8 38/18 31/5 40/4 41/11 43/4 40/24 41/4 you [67] well-trained [2] 15/4 26/12 you'll [1] 41/9 went [2] 10/5 17/2 You're [1] 31/23 5/1 5/12 7/2 20/21 you've [2] 7/11 40/13 were [9] 30/15 30/16 32/7 35/8 44/4 your [7] 5/2 5/14 6/24 6/25 **what [33]** 4/2 5/24 6/9 7/20 23/24 32/1 39/4 7/24 8/1 8/20 8/23 9/9 14/4 Yup [1] 3/8 14/10 14/11 14/15 15/6 15/20 15/24 16/8 17/23 19/14 19/24 21/14 21/23 23/22 30/3 30/22 34/8 34/11 34/16 35/11 36/5 36/23 37/5 38/22 whatever [3] 7/19 41/13 42/3 when [6] 17/4 23/22 29/3 40/12 40/21 42/6 where [6] 13/25 20/12 22/4 29/24 36/16 42/23 whereas [1] 37/13 Whereupon [9] 5/1 11/23 12/6 12/12 12/19 24/13 43/17 43/21 43/22 whether [4] 8/21 9/21 22/12 36/19 **which [17]** 6/12 8/1 10/1 10/14 11/12 13/9 13/12 14/7 15/11 15/16 17/13 19/9 23/24 27/18 34/17 35/19 41/25 while [2] 8/3 26/9 Whitney [1] 9/17 **who [7]** 4/22 6/5 7/14 9/18 12/9 24/8 29/4 **whole [1]** 9/15 **whose [1]** 9/16 why [5] 4/5 4/8 5/17 13/18 30/25 will [29] 4/21 5/21 6/8 13/10 14/16 15/20 18/16 21/14 21/21 23/23 26/7 27/16 27/18 27/20 28/3 28/6 28/19 29/1 29/7 29/17 30/1 30/5 30/7 32/13 32/23 33/6 33/8 41/25 42/6 will second [1] 28/3 win [1] 31/11 wired [1] 34/22 withdraw [1] 25/18 within [4] 15/12 15/14 20/5 34/19 witness [1] 44/6 women [1] 26/21 won't [1] 37/13 **wondering [1]** 36/19 work [11] 14/20 18/5 23/17 23/23 26/14 26/17 29/24 30/9 31/2 33/3 42/6 worked [1] 3/17 workers [4] 26/19 27/20 29/1 30/18 workforce [6] 15/5 26/13 27/15 29/18 30/1 30/24 working [1] 20/12 workload [1] 20/1 workplace [1] 26/15 works [2] 20/14 20/21 would [78]